### STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

### **CERTIFICATE:**

## GROUP LONG TERM DISABILITY INSURANCE

Policyholder: City of Eugene, State of Oregon

Policy Number: 309782-B

Effective Date: February 1, 1991

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

Chairman, President and CEO

GC190-LTD

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### COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

### GENERAL POLICY INFORMATION

Group Policy Number: 309782-B

Policyholder: City of Eugene, State of Oregon Employer(s): City of Eugene, State of Oregon

Group Policy Effective Date: February 1, 1991

State of Issue: Oregon

### BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

**Definition of Member:** 

You are a Member if you are:

- 1. An active employee of the Employer who is a member of the Hazardous Materials Emergency Response Team (HAZMAT);
- Regularly scheduled to work at least 20 hours each week; and
- 3. A citizen or resident of the United States or Canada.

You are not a Member if you are:

- 1. A temporary or seasonal employee; or
- 2. A full time member of the armed forces of any country.

Eligibility Waiting Period: You are eligible on the Group Policy Effective Date if you are a

Member on that date.

You are eligible on the date you become a Member, if you become a Member after the Group Policy Effective Date.

Evidence of Insurability Required for:

- a. Late application for Contributory insurance.
- b. Reinstatements if required.
- c. Members eligible but not insured under the Prior Plan.

### SCHEDULE OF INSURANCE

LTD Benefit: 100% of the first \$5,000 of your Predisability Earnings,

reduced by Deductible Income.

Maximum: \$5,000 before reduction by Deductible Income.

Minimum: \$100 Benefit Waiting Period: 90 days

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age Maximum Benefit Period

69 or older ...... 1 year

#### DISABILITY PROVISIONS

Own Occupation Period: From the end of the Benefit Waiting Period to the end of the

Maximum Benefit Period.

See **Definition of Disability** for more information.

### **EXCLUSIONS AND LIMITATIONS**

Preexisting Condition Exclusion: Yes

Preexisting Condition Period: The 180 day period just before your insurance becomes

effective.

Exclusion Period: 24 months

See Exclusions and Limitations for this and other exclusions and limitations.

### DEDUCTIBLE INCOME

Salary Continuation Offset: Sick Pay or other salary continuation paid to you by your

Employer, but not including vacation pay.

Social Security Offset: Full Offset

See **Deductible Income** for this and other Deductible Income.

#### OTHER PROVISIONS

Survivors Benefit Amount: A lump sum equal to 3 times your LTD Benefit without

reduction by Deductible Income.

Estate Payment Allowed: No

Leave of Absence Provision: Through the last day of the calendar month in which the

Employer ceases to pay you the full amount of your

Predisability Earnings.

Reasonable Accommodation

Expense Benefit: The expenses incurred for the reasonable accommodation or

\$25,000, whichever is less.

Predisability Earnings based on: Earnings in effect on your last full day of Active Work.

### PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

### INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

LT.IC.01

### **DEFINITION OF DISABILITY**

You are Disabled if you meet the Own Occupation Definition of Disability.

Own Occupation Definition Of Disability:

You are required to be Disabled only from your own occupation.

You are Disabled from your own occupation if you are unable to perform with reasonable continuity the material duties of your own occupation due to a Sickness or Injury occurring as a result of your participation in a HAZMAT call which took place less than 2 years prior to your date of Disability.

Your participation in a HAZMAT call begins when you respond to a HAZMAT call and ends when you return to quarters.

You may work in another occupation while you meet the Own Occupation Definition of Disability. If you are Disabled from your own occupation, there is no limit on your Work Earnings in another occupation.

Your Work Earnings will be Deductible Income. See Rehabilitation Provision and Deductible Income.

LT.DD.01X

#### REHABILITATION PROVISION

A. During The Benefit Waiting Period

You may serve your Benefit Waiting Period while working, if you meet the Own Occupation Definition of Disability.

B. After The Benefit Waiting Period

If you work while LTD Benefits are payable, 100% of the amount of your Work Earnings will be Deductible Income used to reduce the amount of your LTD Benefit.

Work Earnings means your gross monthly earnings from work you perform while Disabled, including earnings from your Employer, any other employer, or self-employment.

LT.RW.01X

### REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you are Disabled and return to work in any occupation for any employer, not including self employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit as shown in the **Coverage Features**.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.01

### TEMPORARY RECOVERY

You may temporarily recover from your Disability, and then become Disabled again, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for less than the applicable allowable period. See Definition of Disability.

#### A. Allowable Periods

- 1. During the Benefit Waiting Period: a total of 30 days of recovery.
- 2. During the Maximum Benefit Period: 180 days for each period of temporary recovery.
- B. Effect of Temporary Recovery

If your temporary recovery does not exceed the allowable periods, 1 through 5 below will apply.

- 1. The Predisability Earnings used to determine your LTD Benefit will not change.
- 2. The period of temporary recovery will not count toward your Benefit Waiting Period or your Own Occupation Period.
- 3. No LTD Benefits will be payable for the period of temporary recovery.
- 4. No LTD Benefits will be payable after benefits become payable to you under any other group long term disability insurance policy under which you become insured during your period of temporary recovery.
- 5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

LT.TR.01

#### WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of 1 through 4 below.

- 1. The date you are no longer Disabled.
- 2. The date your Maximum Benefit Period ends.
- 3. The date you die.
- 4. The date benefits become payable under any other group long term disability insurance policy under which you become insured during a period of Temporary Recovery.

LT.BE.01

#### PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the Coverage Features). Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your monthly rate of earnings from your Employer, including:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.

2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Commissions.
- 3. Overtime pay.
- 4. Shift differential pay.
- 5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
- 6. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

LT.PD.02X

#### DEDUCTIBLE INCOME

Subject to Exceptions To Deductible Income, Deductible Income means:

- 1. Sick pay or other salary continuation as shown in the Coverage Features.
- 2. Your Work Earnings, as described in the Rehabilitation Provision.
- 3. Any amount you receive or are eligible to receive because of your disability under any workers' compensation law or similar law, including amounts for partial or total disability, whether permanent, temporary, or vocational.
- 4. Any amount you, your spouse, or your children under age 18 receive or are eligible to receive because of your disability or retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan;
  - c. The Quebec Pension Plan; or
  - d. Any similar plan or act.

Benefits your spouse or children receive or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence.

The Coverage Features states which one of the following options applies to your Social Security benefits.

- a. Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefits are Deductible Income.
- b. Primary offset only: Primary benefits are Deductible Income, but dependents benefits are not.
- c. Partial dependents offset: Primary benefits are Deductible Income. Dependents benefits are Deductible Income if they exceed the amount found in (1) and (2).

- (1) Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your dependents benefits to that amount.
- (2) Multiply your Predisability Earnings by the dependents limit.
- If (1) is greater than (2), the difference will be Deductible Income.
- 5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
- 6. Any amount you receive or are eligible to receive because of your disability under any group insurance coverage.
- 7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.
  - If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.
- 8. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

LT.DI.02X

### EXCEPTIONS TO DEDUCTIBLE INCOME

### Deductible Income does not include:

- 1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense.
- 3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
- 4. Benefits from any individual disability insurance policy.
- 5. California Workers' Compensation benefits for permanent total or permanent partial disability.
- 6. Early retirement benefits under the Federal Social Security Act which are not actually received.
- 7. Group credit or mortgage disability insurance benefits.
- 8. Accelerated death benefits paid under a life insurance policy.
- 9. Benefits from a through h below:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k) or 457.
  - e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.
  - h. Keogh (HR-10) plan.

### RULES FOR DEDUCTIBLE INCOME

### A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

### B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

### C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

#### D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.01

#### SURVIVORS BENEFIT

If you die while LTD Benefits are payable, we will pay a Survivors Benefit according to 1 through 4 below.

- 1. The amount of the Survivors Benefit is shown in the Coverage Features.
- 2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
- 3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving spouse;
  - b. Your surviving unmarried children under age 25; or
  - c. Any person providing the care and support of any of them.
- 4. If you are not survived by a spouse or an unmarried child under age 25, no Survivors Benefit will be paid unless payment to your estate is allowed as stated in the **Coverage Features.**

LT.SB.01

### WAIVER OF PREMIUM

Your insurance will continue without payment of premiums while LTD Benefits are payable.

LT.WP.01

### BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

Your right to receive LTD Benefits for a period of Disability which begins while you are insured will not be affected by:

- 1. Termination of the Group Policy after you become Disabled;
- 2. Termination of your insurance while the Group Policy remains in force; or
- 3. Any amendment to the Group Policy approved after the date you become Disabled.

LT.BA.01

#### EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

- 1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
- 2. All provisions of the Group Policy, including the **Exclusions** and **Limitations** sections, will apply to the new cause of Disability.

LT.ND.01

### **EXCLUSIONS**

#### A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury, while sane or insane.

C. Disability After Two Years

You are not covered for a disability resulting from your participation in a HAZMAT call which took place 2 or more years prior to the date you became disabled.

- D. Preexisting Condition
  - 1. Definition

Preexisting Condition means a mental or physical condition for which you have done any of the following at any time during the Preexisting Condition Period shown in the Coverage Features:

- a. Consulted a Physician;
- b. Received medical treatment or services; or

c. Taken prescribed drugs or medications.

#### 2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for the entire Exclusion Period shown in the Coverage Features; and
- b. Have been Actively At Work for at least one full day after the end of the Exclusion Period.

LT.EX.01X

#### LIMITATION

### Care of A Physician

You must be under the ongoing care of a Physician during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician.

LT.LM.01X

#### **CLAIMS**

### A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

### B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

#### D. Documentation

At your expense, you must submit completed claims statements, your signed authorization for us to obtain information, and any other items we may reasonably require in support of your claim. If you do not provide the documentation within 60 days after we mail you our request, your claim may be denied.

### E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

### F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivor Benefit. If no Survivor Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

#### G. Notice Of Decision On Claim

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

If we deny any part of your claim, you will receive a written notice of denial containing:

- 1. The reasons for our decision;
- 2. Reference to the parts of the Group Policy on which our decision is based;
- 3. A description of any additional information needed to support your claim; and
- 4. Information concerning your right to a review of our decision.

#### H. Review Procedure

You must request in writing a review of a denial of all or part of your claim within 60 days after you receive notice of the denial.

When you request a review, you may send us written comments or other items to support your claim. You may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

### I. Assignment

The rights and benefits under the Group Policy are not assignable.

LT.CL.01

### ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.01

### TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The end of the period within which Proof Of Loss is required to be given.

LT.TL.01

#### INCONTESTABILITY PROVISIONS

### A. Incontestability Of Member's Insurance

Any statement you make to obtain insurance is a representation and not a warranty.

No misrepresentation by you will be used to reduce or deny your claim or contest the validity of your insurance unless:

- 1. Your insurance would not have been approved if we had known the truth; and
- 2. We have given you a copy of a written instrument signed by you which contains your misrepresentation.

After your insurance has been in effect for two years, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.

### B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.01

### WHEN YOUR INSURANCE BECOMES EFFECTIVE

The Coverage Features states whether your insurance is Contributory or Noncontributory.

#### A. Noncontributory Insurance

Subject to the Active Work Provisions, your Noncontributory insurance becomes effective on the date you become eligible.

#### B. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Subject to the Active Work Provisions, your insurance becomes effective on:

1. The date you become eligible, if you apply on or before that date;

- 2. The date you apply, if you apply within 31 days after you become eligible; or
- 3. The date we approve your Evidence of Insurability, if you apply more than 31 days after you become eligible (late application).

### C. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence of Insurability becomes effective on the date we approve Evidence of Insurability.

LT.EF.01X

### ACTIVE WORK PROVISIONS

### A. Active Work Requirement

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

### B. Changes In Insurance

This Active Work Requirement also applies to any increase in your insurance. However, if you return to Active Work during a period of Disability or Temporary Recovery (see **Temporary Recovery**), you will not qualify for any change in insurance caused by a change in:

- 1. Your status as a member of a class;
- 2. The rate of earnings used to determine your Predisability Earnings; or
- 3. The terms of the Group Policy.

#### C. Exception

The Active Work Requirement will not apply to you if:

- 1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
- 2. You were Actively At Work on your last scheduled work day before the date of your absence; and
- 3. You were capable of Active Work on the day before the scheduled effective date of your insurance.

LT.AW.01

#### WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- 1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory.
- 2. The date the Group Policy terminates.
- 3. The date your employment terminates.
- 4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends under 1 through 3 above.
  - a. While your Employer is paying you the same amount paid to you immediately before you ceased to be a Member.
  - b. During the Benefit Waiting Period and while LTD Benefits are payable.
  - c. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - d. During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the Leave of Absence Period shown in the **Coverage Features.**

LT.EN.01X

### REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply.

- 1. If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law.
- 4. The Preexisting Conditions Exclusion will be applied as if there had been no break in coverage in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.

LT.RE.01

#### **DEFINITIONS**

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See Coverage Features.

Contributory means you pay all or part of the premium for your insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See Coverage Features.

Providing Evidence Of Insurability means you must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about your health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about your insurability that we may reasonably require.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See Coverage Features.

Noncontributory means the Policyholder or Employer pays the entire premium for your insurance.

Physician means a licensed medical professional, other than yourself, diagnosing and treating you within the scope of the license.

Sickness means your sickness, illness, or disease.

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